

ORDERED ACCORDINGLY.



1 **TIFFANY & BOSCO**  
2 P.A.  
3

4 **2525 EAST CAMELBACK ROAD**  
5 **SUITE 300**  
6 **PHOENIX, ARIZONA 85016**  
7 **TELEPHONE: (602) 255-6000**  
8 **FACSIMILE: (602) 255-0192**

Dated: October 28, 2009



GEORGE B. NIELSEN, JR  
U.S. Bankruptcy Judge

9  
10 Mark S. Bosco  
11 State Bar No. 010167  
12 Leonard J. McDonald  
13 State Bar No. 014228  
14 Attorneys for Movant  
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16 09-24202/6218008909

17 **IN THE UNITED STATES BANKRUPTCY COURT**  
18  
19 **FOR THE DISTRICT OF ARIZONA**

20 IN RE:

21 No. 2:09-bk-22790-GBN

22 Alex M. Semenik and Lisa J. Semenik  
23 Debtors.

24 Chapter 7

25 Bank of America, NA  
26 Movant,  
vs.

27 ORDER

28 Alex M. Semenik and Lisa J. Semenik, Debtors,  
29 Lothar Goernitz, Trustee.

30 (Related to Docket #8)

31 Respondents.

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33 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed  
34 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,  
35 and no objection having been received, and good cause appearing therefore,

36 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated October 28, 2008 and recorded in the office of the  
3 Maricopa County Recorder wherein Bank of America, NA is the current beneficiary and Alex M.  
4 Semenik and Lisa J. Semenik have an interest in, further described as:

5 Unit 2A, OF LANDMARK TOWERS CONDOMINIUM, A CONDOMINIUM, as created by  
6 that certain Declaration recorded June 30, 2005 as 2005-0902960, of Official Records and  
7 according to the plat of record in the office of the County Recorder of Maricopa County, Arizona,  
recorded in Book 759 of Maps, page 12, and Affidavits of Correction recorded in Recording No.  
2005-1044269 and Recording No. 2005-1090406.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
14 to which the Debtor may convert.

15  
16 DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.  
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19 JUDGE OF THE U.S. BANKRUPTCY COURT  
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